DOCKET No. 2019-86-T DIRECT TESTIMONY OF ALDIN BROWN

EXHIBIT A

Charleston > excellence is our standard County SCHOOL DISTRICT

Contracts & Procurement Services

STATEMENT OF AWARD

Posting Date: April 16, 2019

Bidder's right to protest as listed in section XIII Legal and Contractual Remedies in the District Procurement Code, which applies to this Statement of Award.

Protest to be filed with:

Director, Contracts and Procurement Services

3999 Bridge View Drive North Charleston, SC 29405

Phone: 843-566-7270

Solicitation:

B1916

Issue Date:

February 6, 2019

Opening Date: March 14, 2019

Description:

District Wide Moving & Storage Services

Awarded To:

Small Movers:

Brown Enterprise, LLC 7269 Law Road

Effingham, SC 29451

CarWin Logistics, LLC

3803 Poplar Grove, Place

Summerville, SC 29483

Ready, Set Movers, LLC 454 Deanna Lane, Unit I Charleston, SC 29492

Lighthouse Logistics

PO Box 42064

Charleston, SC 29423

Large Movers:

Azalea Moving & Storage, Inc.

7131 Bryhawke Circle

N. Charleston, SC 29418

Charlie Mays/Smith Dry Lines 2830 Ashley Phosphate Road

N. Charleston, SC 29418

Dale J. Cook

7167 Cross County Road N. Charleston, SC 29418

Approximate Annual Awarded Amount: \$250,000.00

Contract Number:

B1916

Contract Period:

April 16, 2019 through April 15, 2024 (Base year plus four option years)

Procurement Administrator

Date: [6APR[9]

Procurement Officer

Date:

STATE OF SOUTH CAROLINA SFAA, DIV. OF PROCUREMENT SERVICES, MMO 1201 MAIN STREET, SUITE 600 COLUMBIA SC 29201

Notice Regarding Award

THE NOTIFICATION OF AWARD IS HEREBY REINSTATED

Intent to Award

Posting Date: 04/09/2019

Solicitation: 5400016710

Description: MOVING SERVICES
Agency: College of Charleston

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **April 15, 2019.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35-4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to <u>protest-mmo@mmo.sc.gov</u>
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400020514

Awarded To: CARWIN LOGISTICS LLC (7000234052)

3803 POPLAR GROVE PL SUMMERVILLE SC 29483

Total Potential Value: \$500,000.00

Maximum Contract Period: April 15, 2019 through April 14, 2024

Item	Description	Unit Price
00001	Moving Truck	\$ 30.00
00002	Supervisor	\$ 29.50

00003	Truck Driver	\$ 28.00
00004	Laborer	\$ 25.00
00005	Book Cartons - Information Only	\$ 3.00
00006	Box, dish pack- Information Only	\$ 5.00
00007	Box, 3 cu. ft- Information Only	\$ 2.50
00008	Tape- Information Only	\$ 4.00
00009	Labels- Information Only	\$ 0.10
00010	Wrapping Paper- Information Only	\$ 0.15
00011	Project Manager	\$ 29.50

Procurement Officer KRISTEN MOSS, CPPB

DOCKET No. 2019-86-T DIRECT TESTIMONY OF ALDIN BROWN

EXHIBIT B

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE

STATE OF SOUTH CAROLINA

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by CARWIN LOGISTICS LLC. These services are furnished between points and places within the state of South Carolina.

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the CARWIN LOGISTICS LLC office location, and includes the movers estimated return time to the office location.

Number of Movers	Weekday (Monday – Thursday)	Weekend (Friday – Sunday)
Two Men and a Truck	\$105.00	\$115.00
Three Men and a Truck	\$140.00	\$150.00
Four Men and a Truck	\$160.00	\$170.00
Each Additional Man	\$20.00 per man/per hour	\$30.00 per man/per hour

Additional truck/van over one will be billed at \$45 per hour.

1.2 Office Hours / Minimum Hourly Charges:

CARWIN LOGISTICS LLC will operate Monday – Friday, 8:00 AM – 6:00 PAM and Saturday - Sunday from 10:00 AM – 1:00 PM.

Monday- Friday Three-Hour Minimum Charge
Saturday- Sunday Three-Hour Minimum Charge
Recognized Federal Holidays Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, CARWIN LOGISTICS LLC will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

Date Proposed: 3/11/19 Page 4

Effective Date: **UPON SCPSC APPROVAL**

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff. CARWIN LOGISTICS LLC reserves the right to decline, at its sole discretion, to move particular items because of their value size, or fragile nature.

2.1 Bulky Article Charges (per item)

- Flat Screen Television (41" or above) \$50
- Pool Tables- \$250
- Gun cabinet \$90
- Steel Gun Cabinet (in excess of 400 lbs.) \$150
- Riding Lawnmowers- \$120
- Freezers \$90
- Golf Carts \$150
- Piano, Upright only \$200
- Particle Board/Ikea Style Furniture-CARWIN LOGISTICS LLC is NOT RESPONSIBLE for these due their fragile nature and will only handle upon agreement of a waiver of liability.

2.2 Elevator or Stair Carry

CARWIN LOGISTICS LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

CARWIN LOGISTICS LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

CARWIN LOGISTICS LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

Effective Date: <u>UPON SCPSC APPROVAL</u>

2.5 Packing and Unpacking

25.1 CARWIN LOGISTICS LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

252 CARWIN LOGISTICS LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. CARWIN LOGISTICS LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

CARWIN LOGISTICS LLC will only move upright pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers/dryers, televisions, and similar articles. CARWIN LOGISTICS LLC is not responsible for the electrical and/or mechanical functioning of IT equipment (computers, copiers, hard drives, printers, etc.). radios, clocks, or any other similar items or appliances regardless to whether or not our employees packed or loaded the items. We highly recommend major appliances be serviced by a third-party qualified service company. CARWIN LOGISTICS LLC is strictly prohibited by insurance to disconnect or reconnect the Shipper's appliances and articles; and this remains the responsibility and liability of the Shipper.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of CARWIN LOGISTICS LLC. Such delays include but are not limited to delays caused by traffic, weather, bridge closures or malfunction, customer tardiness, etc. Should these circumstances require the move to be rescheduled to a later date one additional hour of travel time will be incurred.

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. CARWIN LOGISTICS LLC has a process for claim's handling to ensure each claim is addressed in a timely and sensitive manner.

All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. A claim form will be provided that is to be completed by the customer and submitted to initiate the claims process. Once received, a claims specialist will contact you to begin the damage claim process. This process can include, but is not limited to, an on-site evaluation of the damage(s), photo request, written explanation, third party valuation, and/or original purchase receipt. If damage is discovered after completion of your move, a claim must be called into our office within 72 hours of the move. If your items are placed into storage, as soon as we release custody, valuation of your items cannot be claimed. No damage claims will be honored until the charges for moving services are paid in full.

Basic Valuation Protection

Basic Value Protection is a type of coverage included standard with all regulated moving services at no additional charge. This level of protection can often be minimal and inadequate as it provides a released value of \$0.60 per pound per article if items are lost, destroyed or damaged. For example, under this coverage, the mover would only be required to pay \$60.00 for a broken Grandfather Clock weighing 100 pounds. We reserve the right to repair the damaged items or replace with like-kind quality at current market value. If the damages cannot be repaired, customer will be compensated based on the Basic Value Protection, as set for the next paragraph, that they acknowledged acceptance of by signing for on the bill of lading prior to the move taking place.

Additional Insurance or Full Replacement Coverage

CARWIN LOGISTICS LLC does not provide or sell additional insurance or full replacement value coverage. These type coverages are recommended and may be purchased solely at the option of the Shipper though a 3rd party provider that has no affiliation with CARWIN LOGISTICS LLC.

Exclusions:

Certain items are excluded from the Basic valuation coverage and any and all liability of CARWIN LOGISTICS LLC:

- 1. *Articles of Extraordinary Value* (antiques, fine art, statues, sculptures, memorabilia, souvenirs, keepsakes, jewelry, furs, stocks, bonds and cash; and similar like items).
- 2. Ready to Assemble or Press Board Furniture (made of engineered wood and paper laminate finish, due to the inherent risk and sustained integrity of this type of furniture). This also includes particle board and MDF furniture.
- 3. Fragile items unless packed, moved and unpacked by us
- 4. Boxes Packed by Shipper
- 5. Contents of drawers, containers, totes and other items of similar nature
- 6. Loose items not boxed or packed
- 7. Electronics including televisions and computers and related equipment
- 8. Pre-Existing Damages and ordinary wear and tear

3.2 Computing Charges

CARWIN LOGISTICS LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1; plus, any additional charges for extra services that may apply as defined in Section 2.

3.3 Governing Publications

CARWIN LOGISTICS LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

CARWIN LOGISTICS LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. CARWIN LOGISTICS LLC will not accept responsibility for safe delivery of such articles if they come into CARWIN LOGISTICS LLC's possession with or without CARWIN LOGISTICS LLC's knowledge.

Effective Date: <u>UPON SCPSC APPROVAL</u>

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of CARWIN LOGISTICS LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

CARWIN LOGISTICS LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.7 No Liability or Responsibility for Water and Gas Line Connections

CARWIN LOGISTICS LLC is not responsible for connection or disconnection of any water or gas lines typically associated with certain household appliances that may be included in a move such as washing machines, ice makers, refrigerators, ranges, and other similar items. CARWIN LOGISTICS LLC shall not be liable for any damages caused to personal or real property resulting from flood or water leaks of any cause or nature. Responsibility for water and gas lines connections remains solely with the Shipper, and we recommend they hire a licensed, certified and insured plumbing or electrical contractor.

3.8 General Limitation of Liability

We shall not be held liable in any form for losses to items by mold, moth, rot, rust, weather, dirt, deterioration, terrorism, acts of nature, driveways or sidewalks not able to withstand the weight of our trucks, trees or landscaping, or any other causes for loss or damages outside of our control. We are only liable for loss or damage arising from our own negligence.

4.0 PROMOTIONS

CARWIN LOGISTICS LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the CARWIN LOGISTICS LLC office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

Number of Movers	Weekday (Monday – Thursday)	Weekend (Friday – Sunday)
Two Men and a Truck	\$100.00	\$110.00
Three Men and a Truck	\$135.00	\$145.00
Four Men and a Truck	\$155.00	\$165.00
Each Additional Man	\$19.00 per man/per hour	\$25.00 per man/per hour

Effective Date: <u>UPON SCPSC APPROVAL</u>

EXHIBIT C

Carwin Logistics, LLC 1317 N. Main Street, Suite 206 Summerville, S.C. 29483

Tel. 843-304-1194 carwinlogistics@gmail.com

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